

**Staff
Summary
Report**



**To: Mayor & City Council
Through: City Manager**

Agenda Item Number 28
Meeting Date 5-31-01

SUBJECT: Victim of Crime Act Grant Fund Award Approval

PREPARED BY: Judy Tapscott, Deputy Manager Community Services, Social Services,
(350-5454)

REVIEWED BY: Tom Canasi, Community Services Manager, (350-5305)

BRIEF: Request acceptance of grant award from the Department of Public Safety.
Victim Advocacy and Emergency Funds for CARE 7 services.

COMMENTS: **CARE 7 (0608-01)** Approve acceptance of a grant from the Department of Public Safety Victim Advocacy and Emergency Funds in the amount of \$64,108 for 2001-2003. Funds provide assistance and emergency fund support to domestic violence, sexual assault, homicide, and other crime victims.

Document Name: (20010531CSJT01) Supporting Documents: Yes

SUMMARY: The grant award for 2001-2003 continues valuable support services for victims of crime encountered by the CARE 7 emergency response team. Services include court accompaniment, assistance with Victim Compensation Claims, liaison to the Tempe Police Department, a satellite location for obtaining Orders of Protection with the Tempe Municipal Court, and information/referral resources for crime victims.

FISCAL NOTE: The amount of the award is \$64,108 for 2001-2003.

RECOMMENDATION: Approval of this grant award to provide valuable support services to domestic violence, sexual assault, and other victims of crime.

ARIZONA DEPARTMENT OF PUBLIC SAFETY

VICTIMS OF CRIME ACT (VOCA)

VICTIM ASSISTANCE GRANT PROGRAM

FEDERAL GRANT #2001-VA-GX-0004

CFDA #16-575

SUBGRANT AWARD AGREEMENT

SUBGRANTEE

AGENCY: City of Tempe

ADDRESS: 3500 South Rural Rd, 2nd Floor

CITY: Tempe AZ ZIP: 85282

2001 AWARD AMOUNT: \$64,108

2001 REQUIRED MATCH (NON-FEDERAL SOURCE): \$16,027

PROJECT PERIOD: From July 1, 2001 to June 30, 2003

PROJECT PURPOSE: To provide assistance to victims of crime.

This agreement is made under the authority of the Victims of Crime Act of 1984, Public Law 98-473, Title II, Chapter XIV, 42 U.S.C. 10601, et seq as amended.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subgrantee to provide services to victims of crimes as authorized by the Victims of Crime Act.

This award is subject to agreement by the subgrantee, including any DPS/VOCA-funded positions and their immediate supervisors, to conform to the provisions of the Victims of Crime Act of 1984, the victim assistance grant program guidelines, the subgrantee's application, the attached general and special conditions, the Office of Justice Programs (OJP) manual 7100.1c, "Financial and Administrative Guide for Grants", and OMB circulars A-87, A-102, A-110, A-122, A-133, and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments as codified by the Department of Justice, all of which are incorporated by reference as if fully stated herein.

The Arizona Department of Public Safety agrees to pay subgrantee the above shown AWARD AMOUNT subject to the conditions provided herein:

GENERAL CONDITIONS

The subgrantee agrees:

1. DPS VOCA grant funds will not be used by government agencies to supplant state or local funds that would otherwise be available for the project.
2. DPS VOCA funds will be expended only for direct services to crime victims for the purposes stated in the approved budget or will be subject to immediate cancellation. The subgrantee agrees to reimburse DPS for any grant funds the subgrantee expends that are not in full compliance with this contract.
3. DPS VOCA funds shall **NOT** be expended on programs which serve perpetrators of crimes or crime prevention programs.
4. To provide proper accounting and monitoring procedures to ensure fiscal control and efficient management of the funds.
5. To submit reports on such data in such form and at such times as required by DPS.
 - ⇒ A monthly financial report is due the 15th of each month
 - ⇒ A quarterly statistical report is due 30 days after the close of each quarter
 - ⇒ A narrative report must be included with the statistical report for the quarter ending June 30
6. That failure to submit required reports will result in a reduction of the current award. During each year of the award period, any three combined occurrences of monthly or quarterly reports submitted over 15 days late will result in a 1% award reduction.
7. To promote coordinated public and private efforts to aid crime victims within the community served.
8. To incorporate the use of volunteers to assist in carrying out agency's mission. New subgrantees must incorporate the use of volunteers within six months from the start date of this agreement. A new subgrantee is defined as a subgrantee who did not receive a DPS VOCA award agreement within the twelve months prior to the start date of this agreement. Volunteer use is a current and ongoing requirement of all existing programs.
9. To comply with the non-discrimination requirements of Executive Order 75-5.
10. To use arbitration in the event of disputes, but only to the extent required by A.R.S. 12-1518.
11. To comply with the audit requirements of OMB Circular A-133. If the subgrantee has had any material findings in an audit in the last five years, the subgrantee must notify the DPS grant coordinator of the findings. DPS reserves the right to require a resolution of the subgrantee's material findings. The subgrantee agrees to make annual and quarterly financial statements available and to submit their audit management letter or letter of reportable conditions to DPS.
12. To indemnify and hold harmless the Arizona Department of Public Safety for the actions of the subgrantee's employees. The subgrantee shall at all times be acting as an independent contractor and not as an agent or joint venturer of the State of Arizona.
13. The subgrantee agrees to retain all records for 5 years from the expiration of the project and, with a 24-hour notice, will allow the Arizona Department of Public Safety to review all of the subgrantee's records concerning this grant project.
14. The subgrantee agrees to retain all capital equipment and furniture (which costs in excess of \$5,000 per unit) contained in this agreement for a period of no less than five years from the purchase date. The subgrantee will submit a copy of the invoice including the serial number of the item to DPS within thirty days of purchase. All capital equipment and furniture must be used for victim services as identified in the subgrantee's application and this agreement. Any deviation from this provision must be approved in writing by the Arizona Department of Public Safety. If a violation exists within the five year period, the Arizona Department of Public Safety may

gain possession of any capital equipment or furniture listed in this agreement, and may redistribute to another subgrantee for the use of victim services.

15. This agreement is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. 38-511.
16. Awards are subject to cancellation if less than 20% of the awarded funds are expended or encumbered within 7 months of the contract start date, 40% within 12 months, and 70% within 18 months, in which case DPS may immediately cancel the contract by written notification to the subgrantee or reprogram the unexpended amount to another subgrantee. If cancellation occurs, any unexpended funds received by the subgrantee must be reverted within 30 days of the cancellation notification.
17. If the project is not operational within 60 days of the original start date of the project period, the subgrantee must report in writing to the Arizona Department of Public Safety the steps taken to initiate the project, the reasons for the delay and the expected start date. If a project is not operational within 90 days of the original start date of the project period, the subgrantee must submit a second written statement to the Arizona Department of Public Safety explaining the implementation delay. DPS reserves the right to cancel the agreement if the proposed project is not operational within 90 days of the original start date.
18. Required matching funds should be committed, tracked, and reported at approximately the same percentage rate as expenditures. The subgrantee may commit, track and report match funds at a higher percentage rate each month. The contract is subject to cancellation if the required match funding committed, tracked, and reported each month is more than 10% less than the rate of expenditures (i.e., if a subgrantee has expended 50% of their award, they must have reported at least 40% of their required match).
19. To notify the Arizona Department of Public Safety in writing when any VOCA funded employee position is vacated, and when any VOCA funded employee position is filled. DPS will reprogram any savings resulting from a vacancy.
20. DPS VOCA funds may not be used to support on-call time for staff.
21. To notify the Arizona Department of Public Safety of staff changes of the Executive Director, or Project Director.
22. The subgrantee may not assign or transfer any of its duties under this agreement without express written permission of the Arizona DPS.
23. If it appears that the program is not able to expend all of the DPS grant funds by the end of the grant period, the subgrantee will immediately contact DPS to make arrangements to revise the budget to completely expend the funds or allow DPS to reallocate to another agency.
24. Any DPS VOCA funds not expended or encumbered prior to the end of the award period shall be reverted to the Department of Public Safety. Any funds not matched as required shall be reverted to the Department of Public Safety.
25. Any award is dependent upon receipt of the VOCA assistance funds from the U.S. Department of Justice, and there is no obligation on the part of the Department of Public Safety to award funds other than the federal VOCA funds.
26. In the event a federal or state court or administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, age or handicap against the program, the subgrantee will forward a copy of the finding to the Office of Justice Programs, Office of Civil Rights and the Arizona Department of Public Safety.
27. To maintain information on victims services provided by race, national origin, sex, age and handicap.

28. No recipient of monies under the Victims of Crime Act of 1984, as amended, shall use or reveal any research or statistical information under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and Act.
29. To assist eligible victims in seeking available crime victim compensation benefits provided by the state victim compensation program. Subgrantee agrees to designate a victim compensation coordinator within its agency. The victim compensation coordinator must have received victim compensation training. If training has not been received, the Subgrantee agrees to arrange for, and attend training within 90 days from the first day of this agreement.
30. Awards are based on information presented in the subgrantee's application. The subgrantee agrees that any deviation from the scope of the project as stated in the subgrantee's application must be approved in writing by the Arizona Department of Public Safety prior to the use of such funds.
31. To notify victims of Victims Rights (A.R.S. 13-4401, et. seq.), or applicable tribal and federal Victims Rights if located in Indian Country, and to offer to connect the victim with a representative from the prosecutor's office if the victim so chooses. Non-criminal justice agencies will track their success ratio introducing victims to the criminal justice system in a verifiable manner. DPS-VOCA funded staff and their first line supervisor will acquire victims rights training from a criminal justice agency within six months from the first day of this agreement.
32. To remain in contractual compliance with all governmental agencies that support this program.
33. An award is subject to termination by the Arizona Department of Public Safety for reasonable grounds to believe the subgrantee has violated the terms of this agreement. Such notice of termination shall be in writing. The subgrantee agrees to return all remaining grant funds within thirty days of such notice of termination.
34. An agreement may be canceled by the subgrantee upon written notice to the Arizona Department of Public Safety and any unexpended funds shall immediately be returned to the Arizona Department of Public Safety.
35. An agreement's continuance is contingent upon successful completion of random or for-cause inspections.
36. Under DPS discretion, this project may be renewed for a specified additional time period. The renewal of this project is contingent upon performance, availability of funds, and demonstrated need.

SPECIAL CONDITIONS

Expenditures are approved as outlined below, based on the subgrantee's application:

Match source: Cash

**2001 - 2003
APPROVED BUDGET**

Salary/ERE

Victim Advocate	\$59,716
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Other operating

Supplies/Printing	\$1,992
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Emergency expenses	\$2,400
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Total	\$64,108
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DPS VOCA funds cannot be used to support on-call time for staff.

DPS is to be notified when any DPS VOCA-funded position is vacant. Vacancy savings will be reverted.

If funded for emergency financial assistance, emergency legal advocacy, or interpreter services, those funds cannot be transferred to another budget category. Any unused funds designated for these special purposed will be reverted to DPS.

For the Arizona Department of Public Safety:

Dennis A. Garrett, Colonel
Director, Arizona Department of Public Safety

Date

Legal Section

For the Subgrantee:

Typed name: _____

Title: _____

Signature: _____

Date: _____

Board of Director's Approval:

Typed name: _____
(Chairman of the Board)

Signature: _____

Date: _____

Approved as to form:

Attorney for Subgrantee (optional)